
State: District of Columbia **Filing Company:** Endurance Assurance Corporation
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess
Product Name: Commercial Umbrella Liability Program
Project Name/Number: Endurance - UMB Forms Filing/EAC-UMB-20

Filing at a Glance

Company: Endurance Assurance Corporation
Product Name: Commercial Umbrella Liability Program
State: District of Columbia
TOI: 17.0 Other Liability-Occ/Claims Made
Sub-TOI: 17.0020 Commercial Umbrella and Excess
Filing Type: Form
Date Submitted: 01/12/2020
SERFF Tr Num: REGU-132218240
SERFF Status: Submitted to State
State Tr Num:
State Status:
Co Tr Num: EAC-UMB-20

Effective Date: On Approval
Requested (New):
Effective Date: On Approval
Requested (Renewal):
Author(s): Jeremy Battles, Joanne Sullivan, Kelly Gunning
Reviewer(s):
Disposition Date:
Disposition Status:
Effective Date (New):
Effective Date (Renewal):

State:	District of Columbia	Filing Company:	Endurance Assurance Corporation
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess		
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General Information

Project Name: Endurance - UMB Forms Filing

Project Number: EAC-UMB-20

Reference Organization:

Reference Title:

Filing Status Changed: 01/12/2020

State Status Changed:

Created By: Jeremy Battles

Corresponding Filing Tracking Number:

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Submitted By: Jeremy Battles

Filing Description:

Endurance Assurance Corporation (EAC) is filing to introduce six (6) new endorsements for use with Endurance's filed and approved Commercial Umbrella Liability Program.

The use and attachment of any of these filed endorsements will be determined based upon the request of the insured, the underlying exposure of the risk in whole, and whether or not Endurance would entertain writing that risk.

Please note that the new endorsements do not have any premium/rate impact. The Rating of the policy will continue to be governed by our filed and approved Rating Plan Manual in your jurisdiction.

The target markets for this Company's Product continue to be large, unique and complex commercial risks, with Risk Managers where the annual premium for all participating insurers is generally greater than or equal to \$100,000 annually.

Company and Contact

Filing Contact Information

Kelly Gunning,	kellygunning@ircllc.com
Insurance Regulatory Consultants,	407-595-3218 [Phone]
LLC	
231 W 29th Street	
Suite 707	
New York, NY 10001	

Filing Company Information

(This filing was made by a third party - insuranceregulatoryconsultantsllc)

Endurance Assurance Corporation	CoCode: 11551	State of Domicile: Delaware
750 Third Avenue	Group Code: 3219	Company Type:
New York, NY 10017	Group Name: Sompo International	State ID Number:
(212) 209-6508 ext. [Phone]	FEIN Number: 35-2293075	

Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

State:	District of Columbia	Filing Company:	Endurance Assurance Corporation
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess		
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Correspondence Summary

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	OPIOID AND NARCOTICS EXCLUSION	Joanne Sullivan	01/15/2020	01/15/2020

State:

District of Columbia

Filing Company:

Endurance Assurance Corporation

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess

Product Name:

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Endurance - UMB Forms Filing/EAC-UMB-20

Amendment Letter

Submitted Date:

01/15/2020

Comments:

A typo was found in form UMB 3095 1219, corrected form attached.

Thank you!

Changed Items:

Form Schedule Item Changes									
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	OPIOID AND NARCOTICS EXCLUSION	UMB 3095 1219	1219	END	New			UMB3095 1219 Opioid and Narcotics Exclusion.pdf	Date Submitted: 01/15/2020 By:
Previous Version									
1	OPIOID AND NARCOTICS EXCLUSION	EXL 3095 1219	1219	END	New			UMB3095 1219 Opioid and Narcotics Exclusion.pdf	Date Submitted: 01/12/2020 By: Jeremy Battles

No Rate Schedule Items Changed.

No Supporting Documents Changed.

State: District of Columbia**Filing Company:**

Endurance Assurance Corporation

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess**Product Name:** Commercial Umbrella Liability Program**Project Name/Number:** Endurance - UMB Forms Filing/EAC-UMB-20

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		LIMITATION OF COVERAGE – NO BROADER THAN UNDERLYING	UMB 3093 1219	1219	END	New			UMB3093 1219 Limitation of Coverage No Broader Than Underlying.pdf
2		UNDERLYING CLAIMS-MADE COVERAGE	UMB 3094 1219	1219	END	New			UMB3094 1219 Underlying Claims-Made Coverage.pdf
3		OPIOID AND NARCOTICS EXCLUSION	UMB 3095 1219	1219	END	New			UMB3095 1219 Opioid and Narcotics Exclusion.pdf
4		WILDFIRE SUBLIMIT	UMB 3096 1219	1219	END	New			UMB3096 1219 Wildfire Sublimit.pdf
5		WILDFIRE LIABILITY EXCLUSION (Work Limitation)	UMB 3097 1219	1219	END	New			UMB3097 1219 Wildfire Exclusion (Work Limitation).pdf
6		OPIOID AND NARCOTICS EXCLUSION (Pharmacist Carve Out)	UMB 3098 1219	1219	END	New			UMB3098 1219 Opioid Exclusion (Pharmacist Carve Out).pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

LIMITATION OF COVERAGE – NO BROADER THAN UNDERLYING

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

SCHEDULE

Underlying Insurance	
Carrier:	<< >>
Named Insured:	<< >>
Coverage:	<< >>
Limit of Insurance:	<< >>
Policy Number:	<< >>
Policy Period:	<< >>

Under **A. Insuring Agreement of Section I – Coverage**, the following limitation of coverage is added:

With respect to any “underlying insurance” shown in the Schedule, this insurance applies only to “bodily injury”, “property damage” or “personal and advertising injury” coverage that is provided under the “underlying insurance” shown in the Schedule. Coverage under this policy will follow the terms, definitions, conditions and exclusions of the “underlying insurance” shown in the Schedule, subject to the policy period, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. The coverage provided by this policy will be no broader than the coverage provided by the “underlying insurance” shown in the Schedule.

This endorsement does not change any other provision of the policy.

UNDERLYING CLAIMS-MADE COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

SCHEDULE

Retroactive Date:

Supplemental Extended Reporting Period:

If any “underlying insurance” is written on a claims-made basis, the following applies to the insurance provided by this policy which is excess over that “underlying insurance”:

A. Paragraph A. **Insuring Agreement** of **Section I – Coverage** is deleted and replaced by the following:

A. Insuring Agreement

1. We will pay on behalf of the insured those sums in excess of the “retained limit” that the insured:
 - a. becomes legally obligated to pay as damages, or assumes under an “insured contract”, because of “bodily injury” or “property damage” that takes place on or after the “retroactive date” and prior to the end of the policy period and is caused by an “occurrence” taking place in the “coverage territory”; or
 - b. becomes legally obligated to pay as damages because of “personal and advertising injury” caused by an “occurrence” committed in the “coverage territory” on or after the “retroactive date” and prior to the end of the policy period.

The amount we pay for damages is limited as described in SECTION II – LIMITS OF INSURANCE.

2.
 - a. This insurance applies to “bodily injury”, “property damage” and “personal and advertising injury” only if a claim for damages because of the “bodily injury”, “property damage” or “personal and advertising injury” is first made against any insured in accordance with Paragraph b. below, during the policy period or any Extended Reporting Period we provide under Extended Reporting Periods.
 - b. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

- (1) when notice of such claim is received and recorded by any insured or by any insurer of “underlying insurance” or us if the limits of the “underlying insurance” have been used up, whichever comes first; or
 - (2) when we make settlement in accordance with the terms and conditions of this policy or settlement is made by the insurer of “underlying insurance” with our agreement.
 - c. All claims for damages because of “bodily injury” to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the “bodily injury”, will be deemed to have been made at the time the first of those claims is made against any insured.
 - d. All claims for damages because of “property damage” causing loss to the same person or organization will be deemed to have been made at the time the first of those claims is made against any insured.
 - e. All claims for damages because of “personal and advertising injury” to the same person or organization will be deemed to have been made at the time the first of those claims is made against any insured.
 - 3. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SECTION I – COVERAGE, Paragraph B. Defense and Supplementary Payments.
 - 4. In the event we are prevented by law from paying damages covered by this policy on behalf of the insured, we will indemnify the insured for those sums in excess of the “retained limit”.
- B. Exclusion **h. Material Published Prior To Policy Period of 16. Personal and Advertising Injury Exclusions** of Paragraph C. **Exclusions of Section I – Coverage** is deleted and replaced by the following:

h. Material Published Prior to Policy Period

Arising out of oral, written or electronic publication of material whose first publication took place before the “retroactive date”.

C. The following section is added:

Extended Reporting Periods

- 1. With respect to any “underlying insurance” written on a claims-made basis, we will provide one or more Extended Reporting Periods, as described below, if:
 - a. this Coverage Part is canceled or not renewed; or

b. “underlying insurance” written on a claims-made basis is renewed or replaced with insurance that:

(1) has a Retroactive Date later than the “retroactive date”; or

(2) does not apply to “bodily injury”, “property damage” or “personal and advertising injury” on a claims-made basis.

2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for:

a. “bodily injury” or “property damage” that occurs before the end of the policy period but not before the “retroactive date”; or

b. “personal and advertising injury” caused by an “occurrence” committed before the end of the policy period but not before the “retroactive date”.

Once in effect, Extended Reporting Periods may not be canceled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:

a. five years or the length of the extended reporting period in your “underlying insurance”, whichever is less, with respect to claims because of “bodily injury”, “property damage” and “personal and advertising injury” arising out of an “occurrence” reported to us, not later than 60 days after the end of the policy period, in accordance with the Duties In The Event Of Occurrence, Claim Or Suit Condition; and

b. sixty days with respect to claims arising from “occurrences” not previously reported to us.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

5. A Supplemental Extended Reporting Period of the length of time indicated in Schedule or the supplemental extended reporting period in any “underlying insurance”, whichever is less, is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in Paragraph 3. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. the exposures insured on a claims-made basis;
- b. previous types and amounts of insurance;
- c. limits of Insurance available under this Coverage Part for future payment of damages;
and
- d. other related factors.

This endorsement shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period.

6. If the Supplemental Extended Reporting Period is in effect, we will provide a supplemental aggregate limit of insurance equal to the dollar amount of the applicable aggregate limit shown in the Declarations in effect at the end of the policy period, but only for claims first received and recorded during the Supplemental Extended Reporting Period.

Limits of Insurance will be amended accordingly. The Each Occurrence Limit shown in the Declarations will then continue to apply.

D. Under **Section V – Definitions**, the following definition is added:

“Retroactive date” means the date(s) shown in the Schedule. If no “retroactive date” is shown in the Schedule, then the “retroactive date” of this policy is the same as the Retroactive Date(s) shown in the applicable “underlying insurance”.

This endorsement does not change any other provision of the policy.

OPIOID AND NARCOTICS EXCLUSION

THIS ENDORSEMENT CHANGES THIS POLICY, PLEASE READ IT CAREFULLY.

This insurance does not apply to any liability based upon, arising out of, resulting from, in any way involving directly or indirectly, or in any way associated with any alleged or actual:

1. Abuse, misuse, illicit use, overuse, unlawful distribution, diversion of, or addiction to any:
 - a. opioid or narcotic drug, narcotic medication or narcotic substance of any type, nature, or kind, including but not limited to codeine, fentanyl, hydrocodone, oxycontin, hydromorphone, meperidine, methadone, oxycodone, or naloxone; or
 - b. controlled substance under the Controlled Substance Act or under any similar federal, state, local, or foreign act, statute, regulation, ordinance, requirement, or law;
2. Failure or inadequacy of any control required to prevent or report suspicious behavior relating to the abuse, misuse, illicit use, overuse, diversion of and/or addiction to any substance referenced in 1.a. or 1.b. above, including but not limited to any control required by federal, state, local or foreign act, statute, regulation, ordinance, requirement or law; or
3. Failure to warn or inadequacy of any warning related to the addictive properties of any substance referenced in 1.a. or 1.b. above.

It is further agreed that in no event shall this policy recognize or be impacted by the erosion, reduction, or exhaustion of any "Underlying Insurance" by payment of "Loss" or any other amounts based upon, arising out of, resulting from, in any way involving, or in any way associated with any injury, damage, or liability excluded by this endorsement.

This endorsement does not change any other provision of the policy.

WILDFIRE SUBLIMIT

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

It is agreed that:

This policy shall provide a sublimit of liability for all losses, damages, costs, attorney's fees, expenses and liability arising directly or indirectly out of "wildfire", including reimbursement to any party for the cost (including salaries, wages, benefits or expenses of your "employees") of fighting, suppressing, bringing under control or extinguishing a "wildfire", regardless of whether such "wildfire" was caused by human intervention or whether human intervention in the "wildfire" contributed to such "bodily injury", "property damage" or "personal and advertising injury", as follows:

SUBLIMITS OF INSURANCE: <<\$Per Occurrence Limit>> EACH OCCURRENCE

<<\$Aggregate Limit>> GENERAL AGGREGATE LIMIT

**<<\$PCO Limit>> PRODUCTS-COMPLETED OPERATIONS
AGGREGATE LIMIT**

Such sublimit is part of and not in addition to the Limits of Insurance as stated in Item 4. of the Declarations of this policy and shall apply only to the extent that the coverage provided by the sublimit is covered by the "underlying insurance".

The following definition is added to the policy as respects this endorsement:

"Wildfire" means wildfire, brush fire, forest fire, vegetation fire, grass fire, desert fire, peat fire, bush fire, hill fire or any rapidly spreading, uncontrolled fire or conflagration of any description, including any mudslides arising therefrom.

This endorsement does not change any other provision of the policy.

WILDFIRE LIABILITY EXCLUSION (Work Limitation)

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

It is agreed that:

This policy does not apply to any loss, liability or damages arising directly or indirectly out of or resulting from a “Wildfire” or “Wildfire Liability” arising directly or indirectly out of any and all work performed by “you” or on “your” behalf in <<Excluded work or project description>>.

The following definitions are added to the policy as respects this endorsement:

“Wildfire” means wildfire, brush fire, forest fire, vegetation fire, grass fire, desert fire, peat fire, bush fire, hill fire or any rapidly spreading, uncontrolled fire or conflagration of any description, in each case occurring over an area that is larger than one acre, including any mudslides arising therefrom.

The term “Wildfire Liability” shall include “bodily injury”, “property damage” and “personal and advertising injury” which arise out of a “Wildfire”, including any cost the insured becomes legally obligated to pay as reimbursement for fighting, suppressing or bringing under control any “Wildfire”, regardless of whether such “Wildfire” was caused by human intervention or whether human intervention in the “Wildfire” contributed to such “bodily injury”, “property damage” or “personal and advertising injury, subject to all terms and conditions of the policy.

This endorsement does not change any other provision of the policy.

OPIOID AND NARCOTICS EXCLUSION (Pharmacist Carve Out)

THIS ENDORSEMENT CHANGES THIS POLICY, PLEASE READ IT CAREFULLY.

It is agreed that:

This policy does not apply to any liability, “loss”, costs, or expenses based upon, arising out of, resulting from, in any way involving directly or indirectly, or in any way associated with any alleged or actual:

1. Abuse, misuse, illicit use, overuse, unlawful distribution, diversion of, or addiction to any:
 - a. opioid or narcotic drug, narcotic medication or narcotic substance of any type, nature, or kind, including but not limited to codeine, fentanyl, hydrocodone, oxycontin, hydromorphone, meperidine, methadone, oxycodone, or naloxone; or
 - b. controlled substance under the Controlled Substance Act or under any similar federal, state, local, or foreign act, statute, regulation, ordinance, requirement, or law;
2. Failure or inadequacy of any control required to prevent or report suspicious behavior relating to the abuse, misuse, illicit use, overuse, diversion of and/or addiction to any substance referenced in 1.a. or 1.b. above, including but not limited to any control required by federal, state, local or foreign act, statute, regulation, ordinance, requirement or law; or
3. Failure to warn or inadequacy of any warning related to the addictive properties of any substance referenced in 1.a. or 1.b. above.

However, this exclusion does not apply to “bodily injury”, “property damage”, or “personal or advertising injury” arising solely out of an individual insured pharmacist’s alleged negligent failure to correctly fill a prescription as prescribed by a licensed health care professional or physician, if such alleged negligent failure arises out of failing to supply: a) the correct drug, or, b) the appropriate dosage, as required by such prescription.

It is further agreed that in no event shall this policy recognize or be impacted by the erosion, reduction, or exhaustion of any “underlying insurance” by payment of “loss” or any other amounts based upon, arising out of, resulting from, in any way involving, or in any way associated with any injury, damage, or liability excluded by this endorsement.

This endorsement does not change any other provision of the policy.

State:	District of Columbia	Filing Company:	Endurance Assurance Corporation
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess		
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Supporting Document Schedules

Satisfied - Item:	Readability Certificate
Comments:	In Compliance
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Consulting Authorization
Comments:	
Attachment(s):	1 - Filing Authorization Letter - EAC.pdf
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Filing Memo
Comments:	
Attachment(s):	1 - 2020 Umbrella Endorsement Filing Memo Final 1-10-20 dd.pdf
Item Status:	
Status Date:	



LETTER OF FILING AUTHORIZATION

This will certify that Insurance Regulatory Consultants, LLC (IRC) has been given full authorization to submit the captioned filing below on behalf of **Endurance Assurance Corporation**. This authorization extends to all correspondence regarding this filing.

David O. Davies

Name

January 10, 2020

Date

Director

Title

Endurance Assurance Corporation

Company

212-209-6538

Signature

Telephone Number

**Re: Endurance Assurance Corporation
NAIC #: 3219-11551; FEIN #: 35-2293075
Commercial Umbrella Liability Program – Forms Filing**

David O. Davies
Director
767 Third Avenue, 5th Floor
New York, NY 10017
Direct Dial: 212-209-6538
Facsimile: 212-209-6501

COMMERCIAL UMBRELLA LIABILITY PROGRAM ENDORSEMENTS 2020 FILING MEMORANDUM

This filing is to introduce six (6) new endorsements for use with Endurance's filed and approved Commercial Umbrella Liability Program.

The use and attachment of any of these filed endorsements will be determined based upon the request of the insured, the underlying exposure of the risk in whole, and whether or not Endurance would entertain writing that risk.

Please note that the new endorsements do not have any premium/rate impact. The Rating of the policy will continue to be governed by our filed and approved Rating Plan Manual in your jurisdiction. The new endorsements are as follows:

1. UMB 3093 – Limitation of Coverage – No Broader Than Underlying
2. UMB 3094 – Underlying Claims-Made Coverage
3. UMB 3095 – Opioid and Narcotics Exclusion
4. UMB 3096 – Wildfire Sublimit
5. UMB 3097 – Wildfire Liability Exclusion (Work Limitation)
6. UMB 3098 - Opioid and Narcotics Exclusion (Pharmacist Carve Out)

The target markets for this Company's Product continue to be large, unique and complex commercial risks, with Risk Managers where the annual premium for all participating insurers is generally greater than or equal to \$100,000 annually.

The agency distribution system for the Company involves relationships with retail and wholesale brokers.

State:	District of Columbia	Filing Company:	Endurance Assurance Corporation
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess		
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Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
01/12/2020		Form	OPIOID AND NARCOTICS EXCLUSION	01/15/2020	UMB3095 1219 Opioid and Narcotics Exclusion.pdf (Superceded)

OPIOID AND NARCOTICS EXCLUSION

THIS ENDORSEMENT CHANGES THIS POLICY, PLEASE READ IT CAREFULLY.

This insurance does not apply to any liability based upon, arising out of, resulting from, in any way involving directly or indirectly, or in any way associated with any alleged or actual:

1. Abuse, misuse, illicit use, overuse, unlawful distribution, diversion of, or addiction to any:
 - a. opioid or narcotic drug, narcotic medication or narcotic substance of any type, nature, or kind, including but not limited to codeine, fentanyl, hydrocodone, oxycontin, hydromorphone, meperidine, methadone, oxycodone, or naloxone; or
 - b. controlled substance under the Controlled Substance Act or under any similar federal, state, local, or foreign act, statute, regulation, ordinance, requirement, or law;
2. Failure or inadequacy of any control required to prevent or report suspicious behavior relating to the abuse, misuse, illicit use, overuse, diversion of and/or addiction to any substance referenced in 1.a. or 1.b. above, including but not limited to any control required by federal, state, local or foreign act, statute, regulation, ordinance, requirement or law; or
3. Failure to warn or inadequacy of any warning related to the addictive properties of any substance referenced in 1.a. or 1.b. above.

It is further agreed that in no event shall this policy recognize or be impacted by the erosion, reduction, or exhaustion of any "Underlying Insurance" by payment of "Loss" or any other amounts based upon, arising out of, resulting from, in any way involving, or in any way associated with any injury, damage, or liability excluded by this endorsement.

This endorsement does not change any other provision of the policy.